

BRIAN L. JOHNSRUD, State Bar No. 184474
JENNIFER LOTZ, State Bar No. 196925
CURLEY, HURTGEN & JOHNSRUD LLP
4400 Bohannon Drive, Suite 230
Menlo Park, CA 94025
Telephone: 650.600.5300
Facsimile: 650.323.1002
E-mail: bjohnsrud@chjllp.com
jlotz@chjllp.com

Attorneys for Defendant
JUUL LABS, INC.

CHRIS BAKER, State Bar No. 181557
cbaker@bakerlp.com
DEBORAH SCHWARTZ, State Bar No. 208934
dschwartz@bakerlp.com
BAKER CURTIS & SCHWARTZ, P.C.
1 California Street, Suite 1250
San Francisco, CA 94111
Telephone: (415) 433-1064
Fax: (415) 366-2525

Attorneys for Plaintiff
MARCIE HAMILTON

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

MARCIE HAMILTON,

Plaintiff,

v.

JUUL LABS, INC.,

Defendant.

Case No. 3:20-cv-03710-EMC

**STIPULATED PROTECTIVE ORDER
FOR STANDARD LITIGATION**

1. PURPOSES AND LIMITATIONS

Disclosure and discovery activity in this action are likely to involve production of confidential, proprietary, or private information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation may be warranted. Accordingly,

1 the Parties hereby stipulate to and petition the court to enter the following Stipulated Protective
 2 Order. The Parties acknowledge that this Order does not confer blanket protections on all
 3 disclosures or responses to discovery and that the protection it affords from public disclosure and
 4 use extends only to the limited information or items that are entitled to confidential treatment under
 5 the applicable legal principles.

6 The Parties further acknowledge, as set forth in Section 12.3, below, that this Stipulated
 7 Protective Order does not entitle them to file confidential information under seal; Civil Local Rule
 8 79-5 sets forth the procedures that must be followed and the standards that will be applied when a
 9 party seeks permission from the court to file material under seal.

10 This Order has been stipulated and agreed to by the Parties to facilitate discovery and the
 11 production of relevant evidence in this action. Nothing in this Order shall be treated as any waiver
 12 or agreement by a Party that material produced with a “CONFIDENTIAL” designation pursuant to
 13 this Order is actually confidential, or entitled to confidential treatment, pursuant to any contract or
 14 applicable law. Neither the form, content, or entry of this Order, nor the designation of any
 15 information, document, or the like as “CONFIDENTIAL,” nor the failure to make such designation,
 16 shall constitute evidence with respect to any issue in this action, and the designation of material as
 17 “CONFIDENTIAL” – or not – pursuant to this Order shall not be admissible evidence as to any
 18 issue presented to a trier-of-fact in this case, except to the extent necessary to interpret or enforce
 19 the terms of this Order.

20 2. DEFINITIONS

21 2.1 Challenging Party: a Party or Non-Party that challenges the designation of
 22 information or items under this Order.

23 2.2 “CONFIDENTIAL” Information or Items: information (regardless of how it is
 24 generated, stored or maintained) or tangible things that qualify for protection under Federal Rule of
 25 Civil Procedure 26(c).

26 2.3 Counsel (without qualifier): Outside Counsel of Record and House Counsel (as well
 27 as their support staff).
 28

1 2.4 Designating Party: a Party or Non-Party that designates information or items that it
2 produces in disclosures or in responses to discovery as “CONFIDENTIAL.”

3 2.5 Disclosure or Discovery Material: all items or information, regardless of the
4 medium or manner in which it is generated, stored, or maintained (including, among other things,
5 testimony, transcripts, and tangible things), that are produced or generated in disclosures or
6 responses to discovery in this matter.

7 2.6 Expert: a person with specialized knowledge or experience in a matter pertinent to
8 the litigation who has been retained by a Party or its counsel to serve as an expert witness or as a
9 consultant in this action.

10 2.7 House Counsel: attorneys who are employees of a Party to this action. House
11 Counsel does not include Outside Counsel of Record or any other outside counsel.

12 2.8 Non-Party: any natural person, partnership, corporation, association, or other legal
13 entity not named as a Party to this action.

14 2.9 Outside Counsel of Record: attorneys who are not employees of a Party to this
15 action but are retained to represent or advise a Party to this action and/or have appeared in this
16 action on behalf of that Party or are affiliated with a law firm which has appeared on behalf of that
17 Party.

18 2.10 Party: any party to this action, including all of its officers, directors, employees,
19 consultants, retained experts, and Outside Counsel of Record (and their support staffs).

20 2.11 Producing Party: a Party or Non-Party that produces Disclosure or Discovery
21 Material in this action.

22 2.12 Professional Vendors: persons or entities that provide litigation support services
23 (e.g., photocopying, videotaping, translating, preparing exhibits or demonstrations, and organizing,
24 storing, or retrieving data in any form or medium) and their employees and subcontractors.

25 2.13 Protected Material: any Disclosure or Discovery Material produced through the
26 formal discovery process that is designated as “CONFIDENTIAL.” Information obtained outside
27 the formal discovery process is not subject to the terms of this Order. Information obtained as a
28 result of the production of Protected Material is also not subject the terms of this Order (e.g.,

information provided to a Receiving Party or their counsel based on communications with employees following the production of employee contact information).

2.13.a “Unique Employee Information” produced through the formal discovery process shall be treated as Protected Material even if is not designated as such. Unique Employee Information means, with respect to each affected employee, their personal contact information, performance reviews, complaints of discrimination, retaliation or harassment (and any related materials), and individual salaries, bonuses, and equity awards. Anonymized Unique Employee Information (where, for example, an employee’s name is redacted and replaced by a unique identifier) shall not be treated as Protected Material unless other portions of that material contain Unique Employee Information or are designated as “CONFIDENTIAL” pursuant to this Order. Unique Employee Information is not CONFIDENTIAL under this Order if the affected employee consents to its disclosure or use, unless the Unique Employee Information contains information designated as “CONFIDENTIAL” under this Order for reasons independent of the employee’s privacy interests.

2.14 Receiving Party: a Party that receives Disclosure or Discovery Material from a Producing Party.

3. SCOPE

The protections conferred by this Stipulation and Order cover not only Protected Material (as defined above), but also (1) any information copied or extracted from Protected Material; (2) all copies, excerpts, summaries, or compilations of Protected Material; and (3) any testimony, conversations, or presentations by Parties or their Counsel that might reveal Protected Material. However, the protections conferred by this Stipulation and Order do not cover the following information: (a) any information that is in the public domain at the time of disclosure to a Receiving Party or becomes part of the public domain after its disclosure to a Receiving Party as a result of publication not involving a violation of this Order, including becoming part of the public record through trial or otherwise; and (b) any information known to the Receiving Party prior to the disclosure or obtained by the Receiving Party outside the formal discovery process, or as a lawful consequence of the formal discovery process, as set forth in section 2.13. Notwithstanding the

foregoing, nothing herein is intended to, or shall, relieve any Party, Non-Party, or Counsel of any enforceable contractual, legal, or ethical obligation to protect the trade secrets or other legally protectable confidential, proprietary, or private information of any other Party, and each Party expressly reserves all applicable rights and remedies with respect to any breach of such obligations. If a Party has reasonable cause to believe that such materials are protected from disclosure by applicable law, and that Party seeks to file the materials with the Court, the materials shall be initially lodged under seal, subject to a motion to seal by the Party claiming the materials are protected from disclosure. Any use of Protected Material at trial shall be governed by a separate agreement or order.

4. DURATION

Even after final disposition of this litigation, the confidentiality obligations imposed by this Order shall remain in effect until a Designating Party agrees otherwise in writing or a court order otherwise directs. Final disposition shall be deemed to be the later of (1) dismissal of all claims and defenses in this action, with or without prejudice; and (2) final judgment herein after the completion and exhaustion of all appeals, rehearings, remands, trials, or reviews of this action, including the time limits for filing any motions or applications for extension of time pursuant to applicable law.

5. DESIGNATING PROTECTED MATERIAL

5.1 Exercise of Restraint and Care in Designating Material for Protection. Each Party or Non-Party that designates information or items for protection under this Order must take care to limit any such designation to specific material that qualifies under the appropriate standards. To the extent practicable, the Designating Party must designate for protection only those parts of material, documents, items, or oral or written communications that qualify – so that other portions of the material, documents, items, or communications for which protection is not warranted are not swept unjustifiably within the ambit of this Order.

Mass, indiscriminate, or routinized designations are prohibited. Designations that are shown to be clearly unjustified or that have been made for an improper purpose (e.g., to unnecessarily encumber or retard the case development process or to impose unnecessary expenses and burdens on other parties) expose the Designating Party to sanctions.

1 If it comes to a Designating Party's attention that information or items that it designated for
 2 protection do not qualify for protection, that Designating Party must promptly notify all other
 3 Parties that it is withdrawing the mistaken designation.

4 5.2 Manner and Timing of Designations. Except as otherwise provided in this Order
 5 (see, e.g., second paragraph of section 5.2(a) below), or as otherwise stipulated or ordered,
 6 Disclosure or Discovery Material that qualifies for protection under this Order must be clearly so
 7 designated before the material is disclosed or produced.

8 Designation in conformity with this Order requires:

9 (a) for information in documentary form (e.g., paper or electronic documents, but excluding
 10 transcripts of depositions or other pretrial or trial proceedings), that the Producing Party affix the
 11 legend "CONFIDENTIAL" to each page that contains protected material. To the extent practicable
 12 using readily available e-discovery technology, if only a portion or portions of the material on a
 13 page qualifies for protection, the Producing Party also must clearly identify the protected portion(s)
 14 (e.g., by making appropriate markings in the margins).

15 A Party or Non-Party that makes original documents or materials available for inspection
 16 need not designate them for protection until after the inspecting Party has indicated which material
 17 it would like copied and produced. During the inspection and before the designation, all of the
 18 material made available for inspection shall be deemed "CONFIDENTIAL." After the inspecting
 19 Party has identified the documents it wants copied and produced, the Producing Party must
 20 determine which documents, or portions thereof, qualify for protection under this Order. Then,
 21 before producing the specified documents, the Producing Party must affix the "CONFIDENTIAL"
 22 legend to each page that contains Protected Material. If only a portion or portions of the material on
 23 a page qualifies for protection, the Producing Party also must clearly identify the protected
 24 portion(s) (e.g., by making appropriate markings in the margins).

25 (b) for testimony given in deposition or in other pretrial or trial proceedings, the
 26 Designating Party may invoke on the record (before the deposition, hearing, or other proceeding
 27 is concluded) a right to have up to 21 days following receipt of the transcript to identify the
 28 specific portions of the testimony as to which protection is sought. Deposition testimony shall be

1 treated as “CONFIDENTIAL” pending the deadline. After the 21-day period, if no Party has
 2 designed some or all of that deposition transcript as “CONFIDENTIAL” under this Protective
 3 Order, the entire deposition, or those portions of the deposition not designated as
 4 “CONFIDENTIAL” will no longer be considered confidential.

5 (c) for information produced in some form other than documentary and for any other
 6 tangible items, that the Producing Party affix in a prominent place on the exterior of the container or
 7 containers in which the information or item is stored the legend “CONFIDENTIAL.” If only a
 8 portion or portions of the information or item warrant protection, the Producing Party, to the extent
 9 practicable, shall identify the protected portion(s).

10 5.3 Inadvertent Failures to Designate. If corrected, an inadvertent failure to designate
 11 qualified information or items does not, standing alone, waive the Designating Party’s right to
 12 secure protection under this Order for such material. Upon correction of a designation, the
 13 Receiving Party must make reasonable efforts to assure that the material is treated in accordance
 14 with the provisions of this Order.

15 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

16 6.1 Timing of Challenges. Any Party or Non-Party may challenge a designation of
 17 confidentiality at any time. Unless a prompt challenge to a Designating Party’s confidentiality
 18 designation is necessary to avoid foreseeable, substantial unfairness, unnecessary economic
 19 burdens, or a significant disruption or delay of the litigation, a Party does not waive its right to
 20 challenge a confidentiality designation by electing not to mount a challenge promptly after the
 21 original designation is disclosed.

22 6.2 Meet and Confer. The Challenging Party shall initiate the dispute resolution process
 23 by providing written notice of each designation it is challenging and describing the basis for each
 24 challenge. In the event of mass or indiscriminate designations, a general notice may be sufficient,
 25 provided that it is sufficiently specific as to the basis for the objection and the documents or
 26 materials at issue to allow for a meaningful meet and confer discussion. To avoid ambiguity as to
 27 whether a challenge has been made, the written notice must recite that the challenge to
 28 confidentiality is being made in accordance with this specific paragraph of the Protective Order.

1 The Parties shall attempt to resolve each challenge in good faith and must begin the process by
 2 conferring directly (in voice to voice dialogue; other forms of communication are not sufficient)
 3 within 14 days of the date of service of notice. In conferring, the Challenging Party must explain the
 4 basis for its belief that the confidentiality designation was not proper and must give the Designating
 5 Party an opportunity to review the designated material, to reconsider the circumstances, and, if no
 6 change in designation is offered, to explain the basis for the chosen designation. A Challenging
 7 Party may proceed to the next stage of the challenge process only if it has engaged in this meet and
 8 confer process first or establishes that the Designating Party is unwilling to participate in the meet
 9 and confer process in a timely manner.

10 6.3 Judicial Intervention. If the Parties cannot resolve a challenge without court
 11 intervention, the Designating Party may seek discovery relief consistent with the procedure set forth
 12 in Paragraph 4 of the Civil Standing Order on Discovery for U.S. District Judge Edward M. Chen
 13 (and in compliance with Civil Local Rule 79-5, if applicable) within 21 days of the initial notice of
 14 challenge or within 14 days of the Parties agreeing that the meet and confer process will not resolve
 15 their dispute, whichever is later. Failure by the Designating Party to make such a request within 21
 16 days (or 14 days, if applicable) shall automatically waive the confidentiality designation for each
 17 challenged designation. In addition, the Challenging Party may file a motion challenging a
 18 confidentiality designation at any time if there is good cause for doing so, including a challenge to
 19 the designation of a deposition transcript or any portions thereof. The Challenging Party must act
 20 in good faith and fully cooperate with the Designating Party in preparing the joint letter brief
 21 required by the Standing Order.

22 The burden of persuasion in any such challenge proceeding shall be on the Designating
 23 Party. Frivolous challenges, and those made for an improper purpose (e.g., to harass or impose
 24 unnecessary expenses and burdens on other parties) may expose the Challenging Party to sanctions.
 25 Unless the Designating Party has waived the confidentiality designation by failing to file a request
 26 for discovery relief as provided in the Standing Order, all Parties shall continue to afford the
 27 material in question the level of protection to which it is entitled under the Producing Party's
 28 designation until the court rules on the challenge.

1 7. ACCESS TO AND USE OF PROTECTED MATERIAL

2 7.1 Basic Principles. A Receiving Party may use Protected Material that is disclosed or
 3 produced by another Party or by a Non-Party in connection with this case only for prosecuting,
 4 defending, or attempting to settle this litigation. Such Protected Material may be disclosed only to
 5 the categories of persons and under the conditions described in this Order. When the litigation has
 6 been terminated, a Receiving Party must comply with the provisions of section 13 below (FINAL
 7 DISPOSITION).

8 Protected Material must be stored and maintained by a Receiving Party at a location and in a
 9 secure manner that ensures that access is limited to the persons authorized under this Order.

10 Nothing in this Order shall be construed or interpreted as limiting an attorney's right to
 11 practice law, as provided by Rule of Professional Conduct 1-500(A), which states, in part, as
 12 follows: "A member shall not be a party to or participate in offering or making an agreement . . . if
 13 the agreement restricts the right of a member to practice law" If there is a dispute as to
 14 whether any provision of this Order, either facially or as applied, restricts the right of a member to
 15 practice law, it shall be resolved by this Court or another court of competent jurisdiction (e.g., in the
 16 event a Party seeks to disqualify a Party's counsel in another case, or in the event there is a
 17 coordination of this case with others). Each Party expressly reserves all applicable rights and
 18 remedies with respect to any breach of this Protective Order or any other applicable legal, ethical, or
 19 contractual obligation of any Party, Non-Party, or Counsel.

20 7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless otherwise ordered
 21 by the court or permitted in writing by the Designating Party, a Receiving Party may disclose any
 22 information or item designated "CONFIDENTIAL" only to:

23 (a) the Receiving Party's Outside Counsel of Record in this action, as well as employees
 24 of said Outside Counsel of Record to whom it is reasonably necessary to disclose the information
 25 for this litigation;

26 (b) House Counsel;

27

28

1 (c) the officers, directors, and employees of the Receiving Party to whom disclosure is
 2 reasonably necessary for this litigation and who have signed the “Acknowledgment and Agreement
 3 to Be Bound” (Exhibit A);

4 (d) Experts (as defined in this Order) of the Receiving Party to whom disclosure is
 5 reasonably necessary for this litigation and who have signed the “Acknowledgment and Agreement
 6 to Be Bound” (Exhibit A);

7 (e) the court and its personnel;

8 (f) court reporters and their staff, professional jury or trial consultants, mock jurors, and
 9 Professional Vendors to whom disclosure is reasonably necessary for this litigation and who have
 10 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

11 (g) during their depositions, witnesses in the action to whom disclosure is reasonably
 12 necessary and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A),
 13 unless otherwise agreed by the Designating Party or ordered by the court. Pages of transcribed
 14 deposition testimony or exhibits to depositions that reveal Protected Material may not be disclosed
 15 to anyone except as permitted under this Stipulated Protective Order unless the Protected Material
 16 has been redacted from such pages or exhibits;

17 (h) the author or recipient of a document containing the information or a custodian or
 18 other person who otherwise possessed or knew the information;

19 (i) Any other person as to whom the Designating Party has consented to disclosure in
 20 advance;

21 (k) Such other persons as the Parties may agree or may be ordered by the Court;

22 (l) Special masters or discovery referees appointed by the Court; and

23 (m) Mediators or settlement officers, and their supporting personnel, mutually agreed
 24 upon by the Parties for purposes of mediation and/or settlement discussions.

25 (n) Professional Vendors that have a pre-existing obligation to maintain the
 26 confidentiality of information (e.g., e-discovery vendors or platforms).

8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER LITIGATION

If a Party is served with a subpoena or a court order issued in other litigation that compels disclosure of any information or items designated in this action as “CONFIDENTIAL,” that Party must:

- (a) promptly notify in writing the Designating Party. Such notification shall include a copy of the subpoena or court order;
- (b) promptly notify in writing the party who caused the subpoena or order to issue in the other litigation that some or all of the material covered by the subpoena or order is subject to this Protective Order. Such notification shall include a copy of this Stipulated Protective Order; and
- (c) cooperate with respect to all reasonable procedures sought to be pursued by the Designating Party whose Protected Material may be affected.

If the Designating Party timely seeks a protective order, the Party served with the subpoena or court order shall not produce any information designated in this action as “CONFIDENTIAL” before a determination by the court from which the subpoena or order issued, unless the Party has obtained the Designating Party’s permission. The Designating Party shall bear the burden and expense of seeking protection in that court of its confidential material – and nothing in these provisions should be construed as authorizing or encouraging a Receiving Party in this action to disobey a lawful directive from another court.

9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE PRODUCED IN THIS LITIGATION

The terms of this Order are applicable to information produced by a Non-Party in this action and designated as “CONFIDENTIAL.” Such information produced by Non-Parties in connection with this litigation is protected by the remedies and relief provided by this Order. Nothing in these provisions should be construed as prohibiting a Non-Party from seeking additional protections.

10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected Material to any person or in any circumstance not authorized under this Stipulated Protective Order,

the Receiving Party must immediately (a) notify in writing the Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve all unauthorized copies of the Protected Material, (c) inform the person or persons to whom unauthorized disclosures were made of all the terms of this Order, and (d) request such person or persons to execute the “Acknowledgment and Agreement to Be Bound” that is attached hereto as Exhibit A.

11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED MATERIAL

When a Producing Party gives notice to Receiving Parties that certain inadvertently produced material is subject to a claim of privilege or other protection, the obligations of the Receiving Parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the Parties reach an agreement on the effect of disclosure of a communication or information covered by the attorney-client privilege or work product protection, the Parties may incorporate their agreement in the stipulated protective order submitted to the court.

12. MISCELLANEOUS

12.1 Right to Further Relief. Nothing in this Order abridges the right of any person to seek its modification by the court in the future.

12.2 Right to Assert Other Objections. By stipulating to the entry of this Protective Order no Party waives any right it otherwise would have to object to disclosing or producing any information or item on any ground not addressed in this Stipulated Protective Order. Similarly, no Party waives any right to object on any ground to use in evidence of any of the material covered by this Protective Order.

12.3 Filing Protected Material. Without written permission from the Designating Party or a court order secured after appropriate notice to all interested persons, a Party may not file in the public record in this action any Protected Material. A Party that seeks to file under seal any Protected Material must comply with Civil Local Rule 79-5. Protected Material may only be filed under seal pursuant to a court order authorizing the sealing of the specific Protected Material at issue. Pursuant to Civil Local Rule 79-5, a sealing order will issue only upon a request establishing

that the Protected Material at issue is privileged, protectable as a trade secret, or otherwise entitled to protection under the law. If a Receiving Party's request to file Protected Material under seal pursuant to Civil Local Rule 79-5(d) is denied by the court, then the Receiving Party may file the information in the public record pursuant to Civil Local Rule 79-5(e) unless otherwise instructed by the court.

13. FINAL DISPOSITION

Within 60 days after the final disposition of this action, as defined in paragraph 4, each Receiving Party must return all Protected Material to the Producing Party or destroy such material. As used in this subdivision, "all Protected Material" includes all copies, abstracts, compilations, summaries, and any other format reproducing or capturing any of the Protected Material. Whether the Protected Material is returned or destroyed, the Receiving Party must submit a written certification to the Producing Party (and, if not the same person or entity, to the Designating Party) by the 60 day deadline that (1) identifies (by category, where appropriate) all the Protected Material that was returned or destroyed and (2) affirms that the Receiving Party has not retained any copies, abstracts, compilations, summaries or any other format reproducing or capturing any of the Protected Material. Notwithstanding this provision, Counsel are entitled to retain an archival copy of all pleadings, motion papers, trial, deposition, and hearing transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert reports, attorney work product, and consultant and expert work product, even if such materials contain Protected Material. Any such archival copies that contain or constitute Protected Material remain subject to this Protective Order as set forth in Section 4 (DURATION).

IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

Dated: May 6, 2021

CURLEY, HURTGEN & JOHNSRUD LLP

By _____
BRIAN L. JOHNSRUD
Attorneys for Defendant
JUUL LABS, INC.

1 Dated: May 6, 2021

BAKER CURTIS & SCHWARTZ, P.C.

2
3 By _____
4 CHRIS BAKER
5 Attorneys for Plaintiff
6 MARCIE HAMILTON

7 **SIGNATURE ATTESTATION**

8 Pursuant to Local Rule 5-1(i)(3), I attest that I have obtained concurrence regarding the
9 filing of this document from the other signatories to the document.

10
11 Dated: May 6, 2021

CURLEY, HURTGEN & JOHNSRUD LLP

12
13 By _____
14 BRIAN L. JOHNSRUD
15 Attorneys for Defendant
16 JUUL LABS, INC.

17
18 PURSUANT TO STIPULATION, IT IS SO ORDERED.

19
20 Dated: May 6, 2021



21 Hon. Edward M. Chen
22 UNITED STATES DISTRICT JUDGE
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EXHIBIT AACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of
 _____ [print or type full address], declare under
 penalty of perjury that I have read in its entirety and understand the Stipulated Protective Order
 that was issued by the United States District Court for the Northern District of California on
 _____, 2020 in the case of *Marcie Hamilton v. Juul Labs. Inc.*, Case No. 3:20-cv-
 03710-EMC. I agree to comply with and to be bound by all the terms of this Stipulated Protective
 Order and I understand and acknowledge that failure to so comply could expose me to sanctions
 and punishment in the nature of contempt. I solemnly promise that I will not disclose in any
 manner any information or item that is subject to this Stipulated Protective Order to any person or
 entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for the
 Northern District of California for the purpose of enforcing the terms of this Stipulated Protective
 Order, even if such enforcement proceedings occur after termination of this action.

I hereby appoint _____ [print or type full name] of
 _____ [print or type full address and telephone
 number] as my California agent for service of process in connection with this action or any
 proceedings related to enforcement of this Stipulated Protective Order.

Date: _____

City and State where sworn and signed: _____

Printed name: _____

Signature: _____